

State of Alaska
Department of Administration
Occupancy Agreement for State Agencies in the
State Office Building

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Tenant: Department of Labor

Floor: 8

SECTION I: PARTIES & DESCRIPTION

The State of Alaska, Department of Administration, Division of General Services ("*Landlord*"), hereby leases to the State of Alaska, Department of Labor ("*Tenant*") the premises (approximately 375 square feet) located on the 8th floor as shown on the floor plan(s) hatched in black and attached hereto as Exhibit "A" ("*Premises*") in the State Office Building, Juneau, Alaska ("*Building*" or as the "*Property*") for the term, the rent and subject to the conditions and covenants hereinafter provided.

The term of this Agreement shall commence on July 1, 2000 and shall continue for a total of ten state fiscal years. The Premises are to be occupied and used solely by the Tenant. The Tenant may not sublet the Premises to another state agency. The Tenant may not sublet or use any other means to provide space to a private party without the written permission of the Landlord.

SECTION II: RENT

Consideration thereof, the parties covenant and agree as follows:

The Tenant shall pay to Landlord the sum of \$.89¹ per useable square foot per month for the state fiscal year 2001. This amount represents a combined rate for monthly operating expenses and a monthly rate for depreciation. The amount is payable as monthly payments at the beginning of each month. The rate will be adjusted on a fiscal year basis

¹ The rate is the fiscal year rate approved and published by OMB plus any adjustments (+/-) as the result of the year-end reconciliation required in the approved Federal Cost Allocation Plan. The adjustments to rate for a fiscal year period will be to the degree legally possible assessed as adjustments to the future fiscal year rates.

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thereafter to reflect the changes in monthly operating expenses. Notice of this adjustment will be provided to the Tenant during the annual budget preparation.

SECTION III: SERVICES

The Landlord shall provide, at Landlord's expense except as otherwise provided, the following services:

- A. Janitorial services in and about the office space, Saturdays, Sundays and state holidays excepted.
- B. Heating and, except for basement space, air-conditioning required in Landlord's judgment for the comfortable use and occupation of the Premises, from 8:00 a.m. to 5:00 p.m. Monday through Fridays, excepting state holidays. Agencies may purchase additional service hours.
- C. Water for drinking, lavatory and toilet purposes, in public areas only.
- D. Passenger elevator services at all times, if applicable.
- E. Window washing of all exterior windows, both inside and out.
- F. Reasonable amount of electricity.
- G. Facilitation of an emergency preparedness plan and emergency drills.
- H. Annual Service Level agreements for each building will be negotiated and attached as an addendum to this agreement.

SECTION IV: QUIET ENJOYMENT

So long as the Tenant shall observe and perform the covenants and agreements binding on it hereunder, the Tenant shall at all times during the term herein peacefully and quietly have and enjoy possession of the Premises without any encumbrance or hindrance by, from or through the Landlord.

SECTION V: CERTAIN RIGHTS RESERVED TO THE LANDLORD

- A. To constantly have pass keys to the Premises.
- B. In the event of an emergency and otherwise at reasonable times, to take any and all measures, including inspections, repairs, alterations, additions and improvements to the Premises or to the Building as may be necessary or desirable for the safety, protection or preservation of the Premises or the Building. Or, as necessary to comply with all law, orders and requirements of governmental or other authority.

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SECTION VI: CONDITION OF PREMISES

Tenant's taking possession of the Premises shall be conclusive evidence against the Tenant that the Premises were in good order and satisfactory condition when the Tenant took possession, except as to latent defects.

SECTION VII: USE OF PREMISES

The Tenant agrees to comply with the following rules and with such reasonable modifications thereof and additions thereto as the Landlord may hereafter from time to time make for the Building.

- A. The Tenant will not make or permit to be made any use of the Premises that violates any provisions of this lease or is forbidden by public law, ordinance or governmental regulation.
- B. No additional locks or similar devices shall be attached to any door without Landlord's prior written consent. No keys for any door other than those provided by the Landlord shall be made.
- C. The Tenant shall not make any alterations, improvements, or additions to the Premises without the Landlord's advance written consent in each instance. Alterations, improvements, or additional desires whether temporary or permanent in character shall be coordinated through the Landlord. Tenant shall submit to Landlord plans and specifications for review and approval. Landlord's consent will be as timely as possible and not unreasonably withheld.
- D. The Tenant shall not overload any floor.
- E. The Tenant shall cooperate fully with the Landlord to assure the effective operation of the Building's air-conditioning system.
- F. The sidewalks, halls, passages, exits, entrances, elevators, and stairways shall not be obstructed by the Tenant or used for any purpose other than for ingress and egress from its Premises.
- G. Certain areas of the Premises are not for the use of the Tenants or the general public. The Landlord retains the right to control and prevent access there-to by all persons that in the judgment of the Landlord shall be prejudicial to the safety, character, reputation and interest of the Building and its Tenants.
- H. Tenant shall not use, keep or permit to be used any foul or noxious gas or substance in the Premises, or permit the Premises to be used in a manner offensive or objectionable to the Landlord or other occupant of the building by reason of noise, odors and/or vibrations, or interfere in any way with other Tenants or those having business therein.

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- I. Tenant shall not engage in or permit the generation, treatment, storage or disposal of hazardous wastes or the disposal of petroleum or any other hazardous substance in a manner prohibited under any applicable state or federal law.
- J. Tenant shall use care that all water faucets or water apparatus are entirely shut off before leaving the Building and all electricity shall likewise be carefully shut off to prevent waste or damage.

SECTION VIII: REPAIRS

Tenant shall give to Landlord prompt written notice of any damage to or defective condition in any part or appurtenance of the Building's plumbing, electrical, heating, air-conditioning or other systems located in or passing through the Premises. Tenant, will keep the Premises in good order, condition and repair during the term except that the Landlord, at the Landlord's expense shall keep in repair the elevators (if applicable), electrical lines, plumbing fixtures located in the Building, heating and air-conditioning equipment, outside walls including windows and roof.

SECTION IX: IMPROVEMENTS

- A. Any alterations or improvements performed and coordinated by the Tenant shall require approval/coordination by the Landlord. Landlord's consent will be as timely as possible and not unreasonably withheld.
- B. Tenant's work shall be designed and constructed as to not impede with the existing building systems, i.e., electrical, mechanical, sprinkler, plumbing, life, safety.
- C. Landlord requires all Tenant improvements to be performed in such a manner as to reasonably minimize interference with the other business activities and shall be isolated from occupied areas of the Building at all times.
- D. Tenant is required to transfer to Landlord a copy of its contractor's license and a Certificate of Insurance identifying the State of Alaska as an additional insured prior to construction.
- E. Tenant's contractor is not permitted to use the Property dumpster(s) unless approved in advance by the Landlord.

SECTION X: PARKING

- A. Tenant shall at all times during the initial term of this Lease have the parking rights as provided by the direction of the Commissioner of Administration. The Landlord will define the parking rights, responsibilities, and privileges in the appropriate Building Parking Policy.

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- B. Landlord will issue parking access tags and access instruments as required to the Tenant in accordance with Building Parking Policy.
- C. Landlord shall have the right to issue rules and regulations in accordance with Parking Policy for the control and operation of said parking lots. Tenant hereby guarantees the allocated parking spaces are for the Tenant's use only. Tenant shall not sell, transfer or assign its parking rights to any other party.

SECTION XI: FIRST RIGHT OF REFUSAL FOR FUTURE SPACE

From time to time, space will become available in the Building. When space becomes available, the Landlord will notify current Tenants of the location and quantity of space and the schedule of its availability. If no current Tenant requests to lease the additional space, the Landlord will make the space available to other state agencies.

SECTION XII: EXHIBITS/ADDENDUM'S

- A. Exhibits/Addendum described above will be attached hereto and become part of this Agreement.
- B. Additional exhibits/Addendum as required and approved by the parties may be attached hereto and become part of this Agreement.

IN WITNESS WHERE OF, Landlord and Tenant have respectively signed and sealed this Agreement as of the day and year written.

LANDLORD:

State of Alaska
Department of Administration
Commissioner

By: _____
(Commissioner/Agency Head)

Date: _____

TENANT:

State of Alaska
Department of Labor
Commissioner

By: _____
(Commissioner/Agency Head)

Date: _____